


STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED
1JJV532W56L966059	2006	WANC	1JJV	USED
BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
TL	10-11-2013		15000	770110269870959C
VEHICLE BRAND(S)				
EXEMPT				
FULL NAME OF OWNER(S)		CUSTOMER NUMBER		
BUEL INC		032271951		
140 DOVE RIDGE LN				
CHESNEE SC 293233236				
				
FIRST LIENHOLDER		1ST LIEN RELEASED		
GENERAL ELECTRIC CAPITAL CORP		(DATE)		
PO BOX 35707		BY		
BILLINGS MT 591075707		(AUTHORIZED AGENT)		
DATE OF LIEN				
09/17/2013				
THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH				
KEVIN A. SHWEDO EXECUTIVE DIRECTOR		NIKKI R. HALEY GOVERNOR		

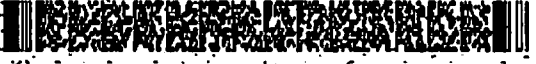
044982075

EXHIBIT "D"


SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

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0002332


STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER 1JJV532W46L966067	YEAR MAKE 2006 WABA	MODEL RFLWHS	NEW/USED USED	
BODY STYLE TL	DATE ISSUED 10-11-2013	ODOMETER	WEIGHT 15000	TITLE NUMBER 770110269871890C
VEHICLE BRAND(S) EXEMPT				
FULL NAME OF OWNER(S) BUEL INC 140 DOVE RIDGE LN CHESNEE SC 293233236		CUSTOMER NUMBER 032271951		
				
FIRST LIENHOLDER GENERAL ELECTRIC CAPITAL CORP PO BOX 35707 BILLINGS MT 591075707		1ST LIEN RELEASED (DATE)		
DATE OF LIEN 09/17/2013		BY (AUTHORIZED AGENT)		
<p>THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.</p> <p>KEVIN A. SHWEDO EXECUTIVE DIRECTOR</p> <p>NIKKI R. HALEY GOVERNOR</p>				

044982077


STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER 1JJV532W26L966066	YEAR MAKE 2006 WABA	MODEL RFLWHS	NEW/USED USED	
BODY STYLE TL	DATE ISSUED 10-11-2013	ODOMETER	WEIGHT 15000	TITLE NUMBER 770110269872666C
VEHICLE BRAND(S) EXEMPT				
FULL NAME OF OWNER(S) BUEL INC 140 DOVE RIDGE LN CHESNEE SC 293233236		CUSTOMER NUMBER 032271951		
				
FIRST LIENHOLDER GENERAL ELECTRIC CAPITAL CORP PO BOX 35707 BILLINGS MT 591075707 DATE OF LIEN 09/12/2013		1ST LIEN RELEASED (DATE) BY (AUTHORIZED AGENT)		
<p>THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.</p> <p>KEVIN A. SHWEDO EXECUTIVE DIRECTOR</p> <p>NICK F. HALEY GOVERNOR</p>				

KEEP IN A SAFE PLACE FOR ALTERATION OR FRAUD. VOID IF THIS STATE


044982068

STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER 1JJV532W86L966069	YEAR MAKE 2006 WABA	MODEL RFLWHS	NEW/USED USED	
BODY STYLE TL	DATE ISSUED 10-11-2013	ODOMETER	WEIGHT 15000	TITLE NUMBER 770110269873037C
VEHICLE BRAND(S) EXEMPT				
FULL NAME OF OWNER(S) BUEL INC 140 DOVE RIDGE LN CHESNEE SC 293233236		CUSTOMER NUMBER 032271951		
				
FIRST LIENHOLDER GENERAL ELECTRIC CAPITAL CORP PO BOX 35707 BILLINGS MT 591075707 DATE OF LIEN 09/17/2013		1ST LIEN RELEASED _____ (DATE) BY _____ (AUTHORIZED AGENT)		
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KEVIN A. SHWEDO EXECUTIVE DIRECTOR		NIKKI R. HALEY GOVERNOR		

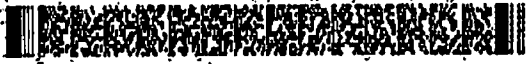
044982074

STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER	YEAR MAKE	MODEL	NEW/USED	
1JJV532W66L966068	2006 WABA	RFLWHS	USED	
BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
TL	10-11-2013		15000	770110269873185C
VEHICLE BRAND(S)				
EXEMPT				
FULL NAME OF OWNER(S)		CUSTOMER NUMBER		
BUEL INC		032271951		
140 DOVE RIDGE LN				
CHESNEE SC 293233236				
				
FIRST LIENHOLDER		1ST LIEN RELEASED		
GENERAL ELECTRIC CAPITAL CORP		(DATE)		
PO BOX 35707				
BILLINGS MT 591075707				
DATE OF LIEN		BY		
09/17/2013		(AUTHORIZED AGENT)		
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044982073


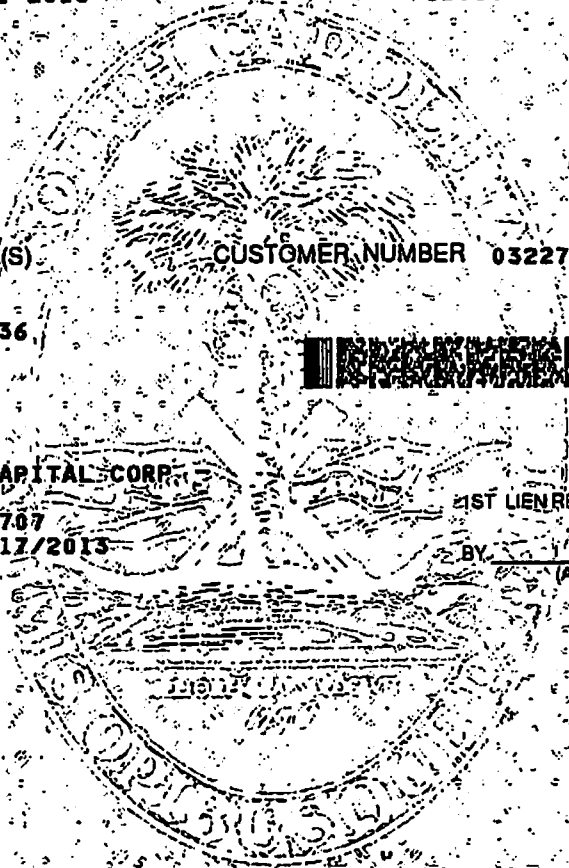
STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER 1JJV532W76L966063	YEAR MAKE 2006 WANC	MODEL 1JJV	NEW/USED USED	
BODY STYLE TL	DATE ISSUED 10-11-2013	ODOMETER	WEIGHT 15000	TITLE NUMBER 770110269871460C
VEHICLE BRAND(S) EXEMPT				
FULL NAME OF OWNER(S) BUEL INC 140 DOVE RIDGE LN CHESNEE SC 293233236		CUSTOMER NUMBER: 032271951		
				
FIRST LIENHOLDER GENERAL ELECTRIC CAPITAL CORP PO BOX 35707 BILLINGS MT 591075707 DATE OF LIEN 09/17/2013		1ST LIEN RELEASED (DATE) BY (AUTHORIZED AGENT)		
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KEVIN A SHWEDO EXECUTIVE DIRECTOR		NIKKI R HALEY GOVERNOR		
BEING A STATE OF SOUTH CAROLINA ANY ALTERATION OR FALSIFICATION OF THIS TITLE				

044982071

STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER 1JJV532W46L966070	YEAR MAKE 2006 WABA	MODEL RFLWHS	NEW/USED -USED-	
BODY STYLE TL	DATE ISSUED 10-11-2013	ODOMETER	WEIGHT 15000	TITLE NUMBER 770110269871684C
VEHICLE BRAND(S) EXEMPT				
FULL NAME OF OWNER(S) BUEL INC 140 DOVE RIDGE LN CHESNEE SC 293233236		CUSTOMER NUMBER 032271951		
				
FIRST LIENHOLDER GENERAL ELECTRIC CAPITAL CORP PO BOX 35707 BILLINGS MT 591075707 DATE OF LIEN 09/17/2013		1ST LIEN RELEASED _____ (DATE) BY _____ (AUTHORIZED AGENT)		
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KEVIN A SHWEDO EXECUTIVE DIRECTOR		NICK P. HALEY GOVERNOR		

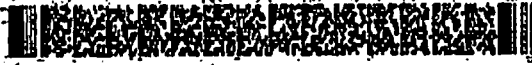
FREE IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE.

044982079


STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER 1JJV532W06L966065	YEAR, MAKE 2006, NABA	MODEL RFLWHS	NEW/USED USED	
BODY STYLE TL	DATE ISSUED 10-11-2013	ODOMETER	WEIGHT 15000	TITLE NUMBER 770110269872484C
VEHICLE BRAND(S) EXEMPT				
FULL NAME OF OWNER(S) BUEL INC 140 DOVE RIDGE LN CHESNEE SC 293233236		CUSTOMER NUMBER 032271951		
				
FIRST LIENHOLDER GENERAL ELECTRIC CAPITAL CORP PO BOX 35707 BILLINGS MT 591075707		1ST LIEN RELEASED (DATE)		
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KEVIN A. SHWEDO EXECUTIVE DIRECTOR		NIKKI R. HALEY GOVERNOR		

REPEATED OR FALSE INFORMATION OR MISUSE OF THIS TITLE

044982076

STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED
1JJV532W96L966064	2006	WABA	RFLWHS	USED
BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
TL	10-11-2013		15000	770110269872880C
VEHICLE BRAND(S)				
EXEMPT				
FULL NAME OF OWNER(S)		CUSTOMER NUMBER		
BUEL INC		032271951		
140 DOVE RIDGE LN				
CHESNEE SC 293233236				
				
FIRST LIENHOLDER		1ST LIEN RELEASED		
GENERAL ELECTRIC CAPITAL CORP		(DATE)		
PO BOX 35707				
BILLINGS MT 591075707				
DATE OF LIEN		BY		
09/17/2013		(AUTHORIZED AGENT)		
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KEVIN A. SHWEDO EXECUTIVE DIRECTOR		NIKKI R. HALEY GOVERNOR		

044982069

STATE OF SOUTH CAROLINA					
CERTIFICATE OF TITLE					
OF A VEHICLE					
VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED	
1JJV532W56L966062	2006	WANC	1JJV	USED	
BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER	
TL	10-11-2013		15000	770110269871189C	
VEHICLE BRAND(S)					
EXEMPT					
FULL NAME OF OWNER(S)			CUSTOMER NUMBER		
BUEL INC			032271951		
140 DOVE RIDGE LN					
CHESNEE SC 293233236					
					
FIRST LIENHOLDER			1ST LIEN RELEASED		
GENERAL ELECTRIC CAPITAL CORP			(DATE)		
PO BOX 35707					
BILLINGS MT 591075707					
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KEVIN A. SHWEDO EXECUTIVE DIRECTOR			NIKKI R. HALEY GOVERNOR		

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☒ See Attached Schedule A

## USE OF PROCEEDS

(a) \$5,844.96 on FEBRUARY 1, 2014 and a like sum on the like date of each month thereafter until fully paid.

(d) In irregular situations as follows:

\_\_\_\_\_

The interest under this Agreement is pre-computed. The Total Amount is calculated based on interest accruing at an interest rate of 9.59% per annum based on a 360-day year of twelve 30-day months. Plus the additional fee

percentage rate of 9.67% based on a 360-day year or twelve 30-day months.

late payments may affect the accrual when amounts payable due to payment of delinquency charges and/or increased accrued interest. If the Payment Schedule contains (i) a period of longer than a month before the first Payment

any month or months in which a Payment Amount is either not due or is an amount less than the accrued interest for such month (in either event, such

the extent permitted by law, the unpaid and accrued interest for such Stub Period or Skip Period may be added to the unpaid principal amount hereunder

**DELINQUENCY: FOR EACH INSTALLMENT NOT PAID WHEN DUE, DEBTOR AGREES TO PAY LENDER A DELINQUENCY CHARGE CALCULATED ON THE**

INSTALLMENT IF NOT PROHIBITED BY LAW, OTHERWISE AT THE HIGHEST RATE THAT DEBTOR CAN LEGALLY OBLIGATE ITSELF TO PAY AND/OR

\_\_\_\_\_

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1.1 Disclaimer. LENDER MAKES NO REPRESENTATIONS OR WARRANTIES

WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. Debtor's obligations hereunder are not limited by the condition of any item of equipment or its suitability for use in Debtor's business.

equipment receipt and use, debtor warrants and agrees that the proceeds of the equipment sale will be kept free from all liens, claims, security interests, prior written consent, sell, lease, encumbrance, pledge, transfer, or other claim.

Such act, the equipment will be maintained in good operating condition, repair and appropriate regular course of Debtor's business; the Equipment shall remain personal property and all books and records relating to the Equipment shall be maintained by the Debtor.

time to time, the Equipment will be kept at Debtor's place of business which is located without the prior written consent of Lender, except that on item of Equipment

1.3 Insurance. Debtor shall at all times bear all risk of loss of, damage to or destruction of, and shall maintain adequate insurance coverage for, the property described in Section 1.1. Debtor will immediately upon Lender's request and each 30 days thereafter until the completion of the term of the Loan, provide to Lender a copy of the policy of insurance covering the property described in Section 1.1.

1. The first step is to identify the problem. This involves understanding the current situation and what needs to be achieved.

Each policy shall provide that the lender's interest therein will not be invalidated by the insolvency of the lender, as agent or such other party as the lender may wish to designate. Each policy shall provide that the lender's interest therein will not be invalidated by the insolvency of the lender, as agent or such other party as the lender may wish to designate.

amounts or risks will not be a waiver of Debtor's foregoing obligation. Debtor assigns its rights with respect to the Equipment and any and all returned premiums, up to the amount, specifically to, and for the benefit of, the lender and all other parties, and for all other parties, to all parties.

Page 1 of 7 of Loan and Security Agreement dated DECEMBER 16, 2013 between BUEL, INC. (I

Doc Request: 101 8/2013

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Page 11 of 22

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Page 11 of 22

1.4 **Compliance With Law.** Debtor shall comply with all laws, rules and regulations applicable to Debtor and/or the operation of the Equipment, including without limitation, the USA PATRIOT Act and all laws, rules and regulations relating to import or export controls, anti-money laundering and terrorist financing.

## 2.0 SECURITY INTEREST

2.1 **Security Interest.** Debtor hereby grants to General Electric Capital Corporation, as agent for Lender, and its successors and assigns, a first priority security interest in the Equipment to secure (a) payment of the Total Amount and all other obligations of Debtor to Lender under this Agreement, and (b) the payment and performance of all debts, liabilities and obligations of Debtor of every kind and character whether now existing or hereafter arising, to Lender or Lender's Affiliates, whether under this Agreement or any other agreement ("**Liabilities**"). For the purposes of this Agreement, an "**Affiliate**" of any party means and includes any direct or indirect parent, subsidiary or sister entity of that party and any successor or assign of any of them. Any sums at any time owing to Debtor and in the possession of Lender or any such Affiliate shall secure the Liabilities of Debtor to Lender and any Affiliate of Lender. Upon any assignment of this Agreement by Lender, the security interests granted herein will be assigned to and inure to the benefit of such assignee and the Affiliates of such assignee. The security interests granted herein shall continue to be effective regardless of any retaking or redelivery of the Equipment to Debtor.

2.2 **Perfection and Preservation of Security Interest.** Debtor agrees, at its own cost and expense: to do everything necessary or desirable to perfect and preserve the security interests granted hereunder; to extinguish or defend any action, proceeding or claim affecting the Equipment; and to pay promptly any taxes, assessments, license fees and other public or private charges when levied or assessed against the Equipment or this Agreement. Debtor authorizes Lender or any officer, employee or designee of Lender to file a financing statement describing the Equipment for itself and as representative of its Affiliates. Debtor agrees to execute and deliver to Lender, upon Lender's request, such documents, records and assurances as Lender deems necessary or advisable to confirm or perfect the security interest in the Equipment and Lender's rights hereunder.

2.3 **Location of Debtor.** (i) If Debtor is a registered organization, its state of organization is in the state set forth immediately below its signature on the last page of this Agreement and Debtor agrees that it will not change its form or state of organization without 30 days prior written notice to Lender. (ii) If Debtor is an individual, his/her principal place of residence is at the address set forth immediately below his/her signature on the last page of this Agreement and, if Debtor changes Debtor's principal residence, Debtor will notify Lender in writing of a change in his/her principal place of residence within 30 days of such change. Debtor agrees to reimburse Lender for all costs incurred by Lender related to any such change.

## 3.0 ACCOUNT MANAGEMENT AND PAYMENT PROCESSING

3.1 **Application of Payments.** All payments made by Debtor to Lender pursuant to this Agreement may be applied by Lender, in its sole and absolute discretion, to delinquency charges, interest and other such charges due hereunder, to principal due hereunder, and to any other Liabilities due hereunder or under any other agreement, in any order and manner selected by Lender. Debtor waives any right it may have to direct the application of any payments made by it to Lender, and Lender may at its option offset and deduct any liability or obligation of Debtor from any or all sums owed by it to Debtor.

3.2 **Debit Transactions.** Lender may but shall not be required to offer Debtor the option of paying any of Debtor's obligations to Lender through printed or electronic checks, drafts or charges ("**Debit Transactions**"). Each such Debit Transaction may be orally authorized by Debtor, any representative or officer of Debtor or any other party having access to or control of the account upon which the Debit Transaction is to be charged. Debtor authorizes Lender or any officer, employee or designee of Lender to initiate Debit Transactions from Debtor's account in the orally authorized amount plus Lender's then Debit Transaction Fee. This authorization may be canceled at any time by Debtor giving at least three business days' prior written notice to Debtor's bank and Lender. Debtor authorizes Lender to substitute a Debit Transaction for any check or other remittance submitted by Debtor in the amount of that remittance. Payment by Debit Transactions is not required by Lender nor is its use a factor in the approval of credit.

3.3 **Acceptable Forms of Payment/Payment Processing.** Credit to Debtor's account may be delayed if payment is (a) not received at the address indicated on the related invoice or (b) not accompanied by Debtor's invoice number. Preferred forms of payment include direct debit, wires, company checks and certified checks. Payment in any other form may delay processing or be returned to Debtor. Delayed credit may cause Debtor to incur a late payment fee. All credit for payments of Debtor's account is subject to final payment by the institution on which the item of payment was drawn. Debtor hereby agrees that any payment, other than a Disputed Payment, made by Debtor by remittance and received by Lender at an address other than the address specified on the related invoice may be replaced, at Lender's option, by Lender with a substitute written or electronic instrument of equal amount and presented to Debtor's financial institution for payment from the account referenced on the remittance from Debtor.

3.4 **Returned Payments.** If a check, draft or other remittance sent by Debtor or a Debit Transaction authorized by Debtor is returned unpaid or rejected for any reason other than the lack of a proper endorsement by Lender, the application of such payment to Debtor's Liabilities will be reversed and Debtor shall immediately pay Lender the amount of such returned payment, plus any delinquency charge accruing as the result of such reversal. Debtor shall further pay Lender any amount charged to Lender by any depository institution because of such return and an additional handling charge in the amount of \$20, or if applicable law limits or restricts the amount of such reimbursement and/or handling charge, the amounts chargeable under this provision will be limited and/or restricted in accordance with applicable law.

3.5 **Authorization to Share Information.** Lender may receive from and disclose to any individual, corporation, business trust, association, company, partnership, joint venture, or other entity (collectively, the "**Entity**"), including, without limiting the generality of the foregoing, any Affiliate of Lender and any credit reporting agency or other entity whether or not related to Lender for any purpose, information about Debtor's accounts, credit application and credit experience with Lender and Debtor authorizes any Entity to release to Lender or any Affiliate of Lender any information related to Debtor's accounts, credit experience and account information regarding Debtor. This shall be continuing authorization for all present and future disclosures of Debtor's account information, credit application and credit experience on Debtor made by Lender, or any Entity requested to release such information to Lender.

3.6 **Maximum Interest Rate.** The parties hereto intend to comply with any applicable usury laws. Accordingly, they agree that, any provisions in this Agreement or any other agreement, document or communication to the contrary notwithstanding, this Agreement shall in no event require the payment or permit the collection of interest or any amount in the nature of interest or fees (collectively "**Interest Amount**") in excess of the maximum amount permitted by applicable law as now or hereafter construed by a court of competent jurisdiction. If any such excess Interest Amount is contracted for, charged or received pursuant to this Agreement, or if all of the principal balance under this Agreement shall be prepaid, or if the maturity of any amount under this Agreement is accelerated, so that under any of such circumstances or any other circumstance whatsoever the Interest Amount contracted for, charged or received shall exceed the maximum amount of interest permitted by applicable law as so construed; then in such event: (a) the Interest Amount hereunder shall be limited to the maximum amount lawfully permitted, and (b) any excess Interest Amount that may have been received shall, at Lender's option, either be credited to the unpaid principal balance of the loan as a prepayment of principal, without any prepayment fee, or refunded to Debtor, and the effective interest rate (taking into account all Interest Amounts) shall automatically be reduced to the maximum lawful rate allowed under applicable law as now or hereafter construed by a court of competent jurisdiction. Without limiting the foregoing, all calculations of the interest rate (taking into account all Interest Amounts) contracted for, charged or received with respect to this Agreement which are made for the purpose of determining whether such rate exceeds the maximum lawful rate, shall be made, to the fullest extent permitted by applicable law, by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the indebtedness, all Interest Amounts at any time contracted for, charged to or received from Debtor in connection with such indebtedness.

## 4.0 PERFORMANCE BY LENDER

4.1 **Performance.** If Debtor fails to perform any of its obligations hereunder, Lender may, but shall not be obligated to, perform the same for the account of Debtor to protect the interest of Lender or Debtor or both, at Lender's option. Debtor shall immediately repay to Lender any amounts paid by Lender together with interest thereon at the rate payable upon acceleration of Debtor's obligations under this Agreement. Performance by Lender will not constitute a waiver of any default by Debtor.

4.2 **Power of Attorney.** DEBTOR HEREBY APPOINTS LENDER OR ANY OFFICER, EMPLOYEE OR DESIGNEE OF LENDER AS DEBTOR'S ATTORNEY-IN-FACT TO, IN DEBTOR'S OR LENDER'S NAME: (a) PREPARE, EXECUTE AND SUBMIT ANY NOTICE OR PROOF OF LOSS IN ORDER TO REALIZE THE

BENEFITS OF ANY INSURANCE POLICY INSURING THE EQUIPMENT; (b) PREPARE, EXECUTE AND FILE ANY AGREEMENT, DOCUMENT, FINANCING STATEMENT, TITLE APPLICATION, INSTRUMENT (OR ANY OTHER WRITING OR RECORD) THAT, IN LENDER'S OPINION, IS NECESSARY TO PERFECT AND/OR GIVE PUBLIC NOTICE OF THE INTERESTS OF LENDER IN ANY EQUIPMENT; AND (c) ENDORSE DEBTOR'S NAME ON ANY REMITTANCE REPRESENTING PROCEEDS OF ANY INSURANCE RELATING TO THE EQUIPMENT OR THE PROCEEDS OF THE SALE, LEASE OR OTHER DISPOSITION OF THE EQUIPMENT (WHETHER OR NOT THE SAME IS A DEFAULT HEREUNDER). This power is coupled with an interest and is irrevocable as long as any Liabilities remain unpaid.

## 5.0 DEFAULT AND REMEDIES

**5.1 Events of Default.** Time is of the essence. An event of default shall occur if: (a) Debtor fails to pay when due any amount owed by it to Lender or any Affiliate of Lender under this Agreement; (b) Debtor or a Guarantor fails to pay any Liabilities when due to Lender or any Affiliate of Lender or is otherwise in default under any other document, agreement or instrument; (c) Debtor or a Guarantor defaults under the terms of any secured indebtedness or indebtedness of a material amount to any other party; (d) Debtor or a Guarantor fails to perform or observe any other term or provision to be performed or observed by it hereunder or under any other instrument or agreement furnished by Debtor or a Guarantor to, or otherwise acquired by, Lender or any Affiliate of Lender; (e) (i) Debtor or a Guarantor becomes insolvent, ceases to do business as a going concern, makes an assignment for the benefit of creditors, or takes advantage of any law for the relief of debtors, or (ii) a petition in bankruptcy or for an arrangement, reorganization, or similar relief is filed by or against Debtor or a Guarantor, or (iii) any property of Debtor or a Guarantor is attached, or a trustee or receiver is appointed for Debtor or a Guarantor or for substantial part of its property, or Debtor or a Guarantor applies for such appointment; (f) any of the Equipment is lost or destroyed; (g) there shall occur an appropriation, confiscation, retention, or seizure of control, custody or possession of any Equipment by any governmental authority, governmental agency or instrumentality (such entities, agencies and instrumentalities, collectively, "Governmental Authority"); (h) Debtor or anyone in the control, custody or possession of any Equipment is accused, alleged or charged by any Governmental Authority to have used any Equipment in connection with the commission or any crime (other than a misdemeanor moving violation); (i) there shall be a material adverse change in any of the (A) condition (financial or otherwise), business performance, prospects, operations or properties of Debtor or a Guarantor, (B) legality, validity or enforceability of this Agreement (C) perfection or priority of the lien granted in favor of Lender pursuant to this Agreement, or (D) ability of the Debtor to repay the indebtedness or perform its obligations under this Agreement; (j) rights and remedies of Lender under this Agreement are impaired; (k) there shall be a death of majority owner of Debtor or a Guarantor, or there shall be a death of the Debtor or a Guarantor, if an individual; or (l) there shall be any lien, claim or encumbrance on any of the Equipment except in favor of Lender or as otherwise granted herein.

**5.2 Remedies.** Upon the occurrence of an event of default, and at any time thereafter as long as the default continues, Lender may, at its option, with or without notice to Debtor (i) declare this Agreement to be in default, (ii) declare the indebtedness hereunder to be immediately due and payable, (iii) declare all other debts then owing by Debtor to Lender to be immediately due and payable, and (iv) exercise all of the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws, including the right to require Debtor to assemble the Equipment and deliver it to Lender at a place to be designated by Lender and to enter any premises where the Equipment may be without judicial process and take possession thereof. Any property other than Equipment that is in or upon the Equipment at the time of repossession may be taken and held without liability. Any requirement that Lender give reasonable notice regarding the sale or other disposition of Equipment will be met if such notice is mailed to Debtor at its last known address at least ten days before such sale or other disposition. Lender may dispose of any Equipment at a public or private sale or at auction. Lender may buy at any sale and become the owner of the Equipment. Debtor agrees that Lender may bring legal proceedings to enforce the payment and performance of Debtor's obligations hereunder in any court in the State shown in Lender's address set forth herein, and service of process may be made upon Debtor by mailing a copy of the summons to Debtor at its address shown herein. Debtor shall also pay to Lender all expenses of retaking, holding, preparing for sale, selling and the like, including without limitation (a) the reasonable fees of any attorneys retained by Lender, and (b) all other legal expenses incurred by Lender. Debtor agrees that Debtor is liable for any deficiency remaining after any disposition of Equipment after default. Lender may sell the Equipment without giving any warranties as to the Equipment; Lender may disclaim any warranties of title, possession, quiet enjoyment, or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Equipment.

**5.3 Acceleration Interest.** Debtor agrees to pay Lender, upon acceleration of the above indebtedness, interest on all sums then owing hereunder at the rate of 1 1/2% per month if not prohibited by law, otherwise at the highest rate Debtor can legally obligate itself to pay or Lender can legally collect under applicable law.

## 6.0 PREPAYMENT

**6.1 Partial Prepayment and Reschedule.** (a) Debtor does not have the right to prepay only a portion of the balance of this Agreement prior to maturity. (b) If there are several units subject to this Agreement and Lender either (i) requires (as a result of a casualty loss) or (ii) permits all indebtedness that relates to a specific unit to be paid in full, Lender will apply the proceeds identified as relating thereto to the balance due under this Agreement and reschedule the remaining indebtedness under this Agreement over the then remaining term in accordance with the provisions set forth below. (c) If Lender receives one or more remittance(s) in an aggregate amount in excess of the amounts then due and unpaid under this Agreement (other than any amounts paid pursuant to 6.1(b) above) ("Excess Remittances") Lender may, at its option: (i) apply any portion of such Excess Remittances (A) in payment of obligations then due or past due under any other agreement Debtor has with Lender, (B) to the balance due under this Agreement in any manner selected by Lender, with or without rescheduling the remaining indebtedness over the then remaining term; or (ii) return such excess amount to Debtor at its last known address. (d) The interest included in this Agreement is precomputed and accrues in arrears; accordingly, early payment of one or more installments prior to their maturity date may not reduce the total interest payable by Debtor under this Agreement unless Lender reschedules the remaining payments. If Lender reschedules the indebtedness under this Agreement, Lender will deduct the unaccrued portion of interest on the unpaid balance under this Agreement at the time of reschedule (which the parties agree shall be deemed to have been made and shall be effective as of the next scheduled due date (the "Effective Reschedule Date")) calculated using any method selected by Lender as permitted by applicable law, and recalculate precomputed interest on such unpaid balance as of the Effective Reschedule Date. Debtor will not receive any rebate of, or credit for, interest relating to any period prior to the Effective Reschedule Date. (e) If Lender permits Debtor to make a partial prepayment pursuant to clause (b)(ii) of this Section, Debtor agrees that it will at the time of such prepayment pay a prepayment fee equal to the pro rata portion of the prepayment fee that would have been paid pursuant to Section 6.2 below if Debtor had prepaid the indebtedness under this Agreement in full, computed based on the percentage of the outstanding Total Amount being prepaid (for purposes of calculating the outstanding Total Amount, no effect shall be given to any prior prepayments).

**6.2 Prepayment in Full.** Subject to the terms of this provision, Debtor may prepay the indebtedness under this Agreement in full (but not in part) at any time, so long as Debtor is not in default hereunder; provided, however, that any prepayment that is not paid on a scheduled payment due date shall be deemed to have been made and shall be effective as of the next scheduled due date (the "Effective Prepayment Date"). If the prepayment is made prior to the last twelve months of the contract, Debtor shall pay a prepayment fee equal to the lesser of (a) (x) 1% of the Total Amount outstanding as of the Effective Prepayment Date (for purposes of this calculation, no effect shall be given to any prior prepayments) multiplied by (y) the number of full twelve-month periods remaining until the originally scheduled or later extended due date of the final installment payable under this Agreement as of prepayment, and (b) the maximum prepayment and/or acquisition charge allowed by applicable law. Debtor and Lender acknowledge and agree that the prepayment fee is a reasonable estimate of the actual or anticipated harm sustained by Lender for Debtor's prepayment of the Total Amount. For purposes of calculating the prepayment amount and any prepayment fee, any unearned interest that would accrue after the Effective Prepayment Date shall be excluded from the calculation of the Total Amount outstanding as of the Effective Prepayment Date. Debtor will not receive any rebate of, or credit for, interest relating to any period prior to the Effective Prepayment Date. Debtor agrees that all accrued and unpaid late charges and other amounts due from Debtor under this Agreement will be paid concurrently with any such prepayment.

## 7.0 ASSIGNMENT AND GENERAL PROVISIONS

**7.1 Chattel Paper.** The only copy of this Agreement that constitutes "Chattel Paper" for all purposes of the Uniform Commercial Code is the copy marked "ORIGINAL FOR GE CAPITAL" which is delivered to and held by GE Capital.

**7.2 Assignment and Waiver.** This Agreement may not be assigned by Debtor without the prior written consent of Lender. Lender may sell, transfer or assign any or all rights under this Agreement or sell participations herein without notice to, acknowledgment of, or consent from Debtor. Debtor hereby (a) consents to such assignment or participation and agrees not to assert against Lender or any such assignee or participant any claims, counterclaims, claims in recoupment, abatement,

reduction, defenses, or set-offs for breach of warranty or for any other reason which Debtor could assert against Lender, any such assignee or participant or the manufacturer of the Equipment, except defenses which cannot be waived under the Uniform Commercial Code; and (b) agrees to make and/or settle any and all claims with regard to the Equipment directly and exclusively against and with the manufacturer. Debtor agrees that no assignee or participant will have any obligations or liabilities under this Agreement to Debtor or to any other person by reason of any assignment or participation. Debtor hereby waives any right of set-off Debtor may now or hereafter have against Lender or any assignee of or participant in this Agreement. Upon Lender's assignment of Lender's entire interest in this Agreement, Lender shall be relieved, from and after the date of such assignment, of any liability for the performance of any obligation of Lender contained in this Agreement or any document executed in conjunction with this Agreement.

**7.3 General.** (a) Waiver of any default shall not be a waiver of any other default. (b) All of Lender's rights are cumulative and not alternative. (c) No waiver or change in this Agreement shall bind Lender unless in writing signed by one of its authorized representatives. (d) Any provision hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. (e) Debtor authorizes Lender to correct patent errors herein and to make changes to this Agreement or to any related schedule that benefit Debtor. In addition, if the funding amount Debtor requests Lender to disburse exceeds the principal portion of the Total Amount due to changes in calculation of taxes, configuration of the Equipment or other factors affecting the cost of the Equipment, and if such an increase is within the limits of Lender's credit approval, Debtor authorizes Lender, upon written notice to Debtor, to increase the principal portion of the Total Amount by not more than fifteen percent and adjust the Total Amount and the installment amounts payable under this Agreement or any related schedule accordingly. (f) Any captions to the provisions of this Agreement are for convenience only and do not limit or affect the application or interpretation of this Agreement. (g) All of the terms and provisions of this Agreement shall apply to and be binding upon Debtor and its heirs, personal representatives, successors and assigns and shall inure to the benefit of Lender and its successors and assigns. (h) The acceptance by Lender of any remittance from a party other than Debtor shall in no way constitute Lender's consent to the transfer of any of the Equipment to such party. (i) Debtor represents and warrants that there is no material pending or threatened investigation by any governmental authority, litigation or other legal proceeding against or involving Debtor. (j) So long as any of the Liabilities remains unpaid or unperformed, Debtor will provide Lender with such financial information as Lender may reasonably request, including copies of Debtor's financial statements within 30 days of the end of each of Debtor's fiscal quarters and within 90 days after the end of each of Debtor's fiscal years. Such financial statements shall be prepared in accordance with GAAP and on the same basis (reviewed, audited, etc.) as Debtor's financial statements are currently prepared unless advised by Lender otherwise, at which time Debtor will comply with Lender's request. Debtor represents and warrants that all financial statements delivered will present fairly the financial condition and results of operations and cash flows of the Debtor as of the dates thereof and for the periods then ended. (k) Lender may pay fees to or receive fees from the seller or manufacturer of the Equipment, a broker, or other third party in connection with this Agreement. Such fees may affect the rate, terms and Debtor's total cost hereunder. (l) Debtor hereby agrees to indemnify, defend and hold harmless Lender and its Affiliates and respective principals, directors, officers, employees, representatives, agents and third-party advisors from and against any and all losses, disputes, claims, expenses (including, without limitation, legal expenses), damages and liabilities of whatsoever kind and nature arising out of, in connection with, or relating to the Equipment, this Agreement or any other document related hereto. If allowed by law, the legal expenses shall include the amount of any flat fee, retainer, contingent fee or the hourly charges of any attorney retained by Lender in enforcing any of Lender's rights hereunder or in the prosecution or defense of any litigation related to this Agreement or the transactions contemplated by this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

**7.4 Additional Covenants and Oral Agreement.** THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

**7.5 Waiver of Trial By Jury.** LENDER AND DEBTOR HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT. LENDER AND DEBTOR HEREBY, FOR THEMSELVES, THEIR SUCCESSORS AND ASSIGNS, WAIVE ANY RIGHT TO SUE FOR OR COLLECT FROM THE OTHER PARTY ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE ENFORCEMENT BY EITHER PARTY OF ITS RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT THAT ANY SUCH DAMAGES ARE PROVEN TO BE THE DIRECT RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER PARTY.

**7.6 Governing Law/Choice of Venue.** Anything in this Agreement to the contrary notwithstanding, the transactions contemplated by this Agreement shall be deemed approved and entered into within the State of Utah and all credit or other financial accommodations extended by Lender under this Agreement shall be deemed extended from and subject to the laws of the State of Utah (without regard to the conflicts of law principles of such State) regardless of the location of Debtor or any of the Equipment. Any legal action or proceeding with respect to this Agreement or the transactions contemplated by this Agreement shall be brought exclusively in the federal or state courts located in the State of Utah, and Debtor accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts; provided, however, that nothing in this Agreement shall limit or restrict the right of Lender to commence any proceeding in the federal or state courts located in the state in which the Equipment is located to the extent Lender deems such proceeding necessary or advisable to exercise remedies available under this Agreement or to commence legal proceedings or otherwise proceed against Debtor in any other jurisdiction. Lender and Debtor hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

**7.7 Execution and Delivery of Agreement.** This Agreement will be created and evidenced as follows: (i) we, Lender, will deliver to you, Debtor (at the e-mail, facsimile or business address you provide to us) an electronic (e-mail or facsimile) or paper version of each document to be signed by you, including this Agreement and any schedules, exhibits or related documents (each, a "Document"); (ii) you will print (if applicable) and manually sign the signature page and initial the provisions (if the Document includes provisions requiring your initials) of each such Document and deliver to us by facsimile or other means the signed Documents; (iii) we will manually sign each signature page of the Documents so delivered by you (if the Document requires our signature); and (iv) we will attach each fully signed signature page to a printed paper copy of the applicable Document. By so signing and transmitting a Document to us, you confirm your intent to sign such Document and accept its terms. You acknowledge that we are relying upon your promise that you have not modified the Document sent to you for signature. We both intend that each Document produced by this process which contains Lender's original manual signature shall be for all purposes (including perfection of security interests and admissibility of evidence) the sole original authenticated Document. We will retain each original authenticated Document (as described in the preceding sentence), which will be conclusively presumed to be identical to the version signed by you.

### IMPORTANT INFORMATION ABOUT ESTABLISHING A RELATIONSHIP WITH GE CAPITAL

To help the United States Government fight terrorism and money laundering, Federal law requires us to obtain, verify, and record information that identifies each person or business that opens an account or establishes a relationship. What this means for you: when you open an account or establish a relationship, we will ask for your name, street address, date of birth, and identification number, such as a social security number or taxpayer identification number. For businesses, we will ask for the business name, street address and tax identification number. Federal law requires us to obtain this information. We may also ask to see your driver's license or other identifying documents that will allow us to identify you. We appreciate your cooperation.

### DELIVERY AND ACCEPTANCE OF EQUIPMENT

(Check Appropriate Box)

Debtor's obligations and liabilities to Lender are absolute and unconditional under all circumstances and regardless of any failure of operation or Debtor's loss of possession of any item of Equipment or the cessation or interruption of Debtor's business for any reason whatsoever.

☒ On **DECEMBER 16, 2013**, the Equipment being purchased with the proceeds of this Agreement was delivered to Debtor with all installation and other work necessary for the proper use of the Equipment completed at a location agreed upon by Debtor; the Equipment was inspected by Debtor and found to be in satisfactory condition in all respects and delivery was unconditionally accepted by Debtor.

☐ The Equipment being purchased with the proceeds of this Agreement has not yet been delivered to or accepted by Debtor and, upon delivery, Debtor agrees to execute such delivery and acceptance certificate as Secured Party requires.

☐ All of the Equipment was acquired by Debtor prior to the date hereof and was previously delivered to and unconditionally accepted by Debtor.

Dated: **DECEMBER 16, 2013**

Debtor(s) hereby acknowledge(s) receipt of an exact copy of this contract.

Lender: **GE CAPITAL COMMERCIAL INC.**

Debtor: **BUEL, INC.**

By: *Victoria White*

By: *R.B. Watson*

Name: **VICTORIA WHITE**

Name: **R.B. WATSON**

Title: **AUTHORIZED SIGNER**

Title: **PRESIDENT**

**300 E. JOHN CARPENTER FREEWAY**

State of Organization: **NC**

(Street Address)

**IRVING, TEXAS 75062-2712**

(City, State and Zip Code)

Date of Birth: \_\_\_\_\_

(Individual/Sole Proprietorship)

Principal Residence/Chief Executive Office/Place of Business:

**140 DOVE RIDGE LN**

(Street Address)

**CHESNEE, SC 29323**

(City, State and Zip Code)

Billing/Invoice Address:

(Address)

(City, County, State and Zip Code)

When not in use, the Equipment will be kept at:

**140 DOVE RIDGE LN**

(Equipment Street)

**CHESNEE, SC 29323**

(Equipment City, County, State, and Zip)

**SCHEDULE A TO EXHIBIT E**  
 ORIGINAL AND OF COUNTERPARTS

Page 6 of 7 of Loan and Security Agreement dated DECEMBER 16, 2013 between BUEL, INC. (Debtor) and GE CAPITAL COMMERCIAL INC. (Lender).  
 621700 - Fund off tax  
 1.10T. 8/2013  
 Doc Request:  
 PRICING/ENGINE: 05/2013

Year	Manufacturer	Model	Description	Serial Number
2004	WABASH TRAILERS	REFRIGERATED VANS	REFRIGERATED VANS:53	1JJV532W04L864584
2004	THERMO KING	SB210	SB210	01366S5638
2005	WABASH TRAILERS	REFRIGERATED VANS	REFRIGERATED VANS:53	1JJV532W15L899250
2005	THERMO KING	SB210	SB210	06868X9686
2006	WABASH TRAILERS	REFRIGERATED VANS	REFRIGERATED VANS:53	1JJV532W16L966057
2006	THERMO KING	SB210	SB210	0156AF5251
2004	WABASH TRAILERS	REFRIGERATED VANS	REFRIGERATED VANS:53	1JJV532W24L864585
2004	THERMO KING	SB210	SB210	08366S4589
2005	WABASH TRAILERS	REFRIGERATED VANS	REFRIGERATED VANS:53	1JJV532W35L899248
2005	THERMO KING	SB210	SB210	10366R8061
2006	WABASH TRAILERS	REFRIGERATED VANS	REFRIGERATED VANS:53	1JJV532W36L966058
2006	THERMO KING	SB210	SB210	0156AF5250
2004	WABASH TRAILERS	REFRIGERATED VANS	REFRIGERATED VANS:53	1JJV532W44L864588
2004	THERMO KING	SB210	SB210	07366S3140
2005	WABASH TRAILERS	REFRIGERATED VANS	REFRIGERATED VANS:53	1JJV532W45L899243
2005	THERMO KING	SB210	SB210	10366R8085
2005	WABASH TRAILERS	REFRIGERATED VANS	REFRIGERATED VANS:53	1JJV532W55L899249
2005	THERMO KING	SB210	SB210	08366S4577
2005	WABASH TRAILERS	REFRIGERATED VANS	REFRIGERATED VANS:53	1JJV532W85L899245
2005	THERMO KING	SB210	SB210	10366R8063

(Describe property fully, including year if appropriate, make, model, kind of unit, serial number and any other pertinent information.)

## SCHEDULE A

Agreement Number:

DECEMBER 16, 2013

dated

LOAN AND SECURITY AGREEMENT

(Name of document, such as Security Agreement)

Attached to and made a part of a

between BUEL, INC. and GE CAPITAL COMMERCIAL INC.

BUEL, INC.

BY: (X)

Name:

TITLE: PRESIDENT




STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER	YEAR MAKE	MODEL	NEW/USED	
1JJV532W45L899243	2005 WABA	1JJV	USED	
BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
TL	01-06-2014		14500	770110273128774C
VEHICLE BRAND(S)				
EXEMPT				
FULL NAME OF OWNER(S)			CUSTOMER NUMBER 032271951	
BUEL INC 140 DOVE RIDGE LN CHESNEE SC 293233236				
				
FIRST LIENHOLDER				
GENERAL ELECTRIC CAPITAL CORP 3333 HESPER RD BILLINGS MT 591026744 DATE OF LIEN 12/16/2013				
1ST LIEN RELEASED _____ (DATE)				
BY _____ (AUTHORIZED AGENT)				
THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH				
KEVIN A. SHWEDO EXECUTIVE DIRECTOR			NIKKI R. HALEY GOVERNOR	
NEED A SAFE PLACE TO KEEP YOUR VEHICLE? VISIT US TODAY AT WWW.SCDMV.COM				


EXHIBIT "F"


SEE REVERSE SIDE FOR OPENING INSTRUCTIONS


0010 0008674

STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED
1J3V532W16L966057	2006	WABA	RFLWHS	USED
BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
TL	01-06-2014		15000	770110275134012C
VEHICLE BRAND(S)				
EXEMPT				
FULL NAME OF OWNER(S)			CUSTOMER NUMBER	
BUEL INC			032271951	
140 DOVE RIDGE LN				
CHESNEE SC 293233236				
				
FIRST LIENHOLDER				
GENERAL ELECTRIC CAPITAL CORP				
3333 HESPER RD				
BILLINGS MT 591026744				
DATE OF LIEN				
12/16/2013				
1ST LIEN RELEASED _____ (DATE)				
BY _____ (AUTHORIZED AGENT)				
THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH				
KEVIN A. SHWEDO EXECUTIVE DIRECTOR			NIKKI R. HALEY GOVERNOR	

STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER	YEAR MAKE	MODEL	NEW/USED	
1JJV532W44L864586	2004 WABA	1JJV	USED	
BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
TL	01-06-2014		15000	770110273133089C
VEHICLE BRAND(S)				
EXEMPT				
FULL NAME OF OWNER(S)			CUSTOMER NUMBER 032271951	
BUEL INC				
140 DOVE RIDGE LN				
CHESNEE SC 293233236				
				
FIRST LIENHOLDER				
GENERAL ELECTRIC CAPITAL CORP				
3333 HESPER RD				
BILLINGS MT 591026744				
DATE OF LIEN 12/16/2013				
			1ST LIEN RELEASED _____ (DATE)	
			BY _____ (AUTHORIZED AGENT)	
THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH				
KEVIN A SHWEDO EXECUTIVE DIRECTOR			NIKKI R HALEY GOVERNOR	
KEEP IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE				


STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER	YEAR MAKE	MODEL	NEW/USED	
1JJV532W04L864584	2004 WABA	1JJV	USED	
BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
TL	01-06-2014		15000	770110273133444C
VEHICLE BRAND(S)				
EXEMPT				
FULL NAME OF OWNER(S)			CUSTOMER NUMBER 032271951	
BUEL INC				
140 DOVE RIDGE LN				
CHESNEE SC 293233236				
				
FIRST LIENHOLDER				
GENERAL ELECTRIC CAPITAL CORP				
3333 HESPER RD				
BILLINGS MT 591026744				
DATE OF LIEN 12/16/2013				
1ST LIEN RELEASED _____ (DATE)				
BY _____ (AUTHORIZED AGENT)				
THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH				
KEVIN A. SHWEDO EXECUTIVE DIRECTOR			NIKKI R. HALEY GOVERNOR	
KEEP IN A SAFE PLACE. ANY ALTERATION OR REPRODUCTION OF THIS TITLE				

STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED
1JJV532W24L864585	2004	WABA	1JJV	USED
BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
TL	01-06-2014		15000	770110275132891C
VEHICLE BRAND(S)				
EXEMPT				
FULL NAME OF OWNER(S)		CUSTOMER NUMBER		
BUEL INC		032271951		
140 DOVE RIDGE LN				
CHESNEE SC 293233236				
				
FIRST LIENHOLDER		1ST LIEN RELEASED		
GENERAL ELECTRIC CAPITAL CORP		(DATE)		
3333 HESPER RD		BY		
BILLINGS MT 591026744		(AUTHORIZED AGENT)		
DATE OF LIEN				
12/16/2013				
THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH				
KEVIN A. SHWEDO EXECUTIVE DIRECTOR		NIKKI R. HALEY GOVERNOR		
KEEP IN A SAFE PLACE. ANY ALTERATION OR REASURE VOIDS THIS TITLE.				

STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER	YEAR MAKE	MODEL	NEW/USED	
1J3V532W85L899245	2005 WABA	1JJV	USED	
BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
TL	01-06-2014		14500	770110273132230C
VEHICLE BRAND(S)				
EXEMPT				
FULL NAME OF OWNER(S)			CUSTOMER NUMBER	
BUEL INC			032271951	
140 DOVE RIDGE LN				
CHESNEE SC 293233236				
				
FIRST LIENHOLDER				
GENERAL ELECTRIC CAPITAL CORP				
3333 HESPER RD				
BILLINGS MT 591026744				
DATE OF LIEN				
12/16/2013				
1ST LIEN RELEASED				
(DATE)				
BY				
(AUTHORIZED AGENT)				
THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH				
KEVIN A. SHWEDO EXECUTIVE DIRECTOR			NIKKI R. HALEY GOVERNOR	


REPLACEMENT OF THIS CERTIFICATE OF TITLE OR LOSS OF THIS CERTIFICATE OF TITLE DOES NOT VOID THIS TITLE


032271951

STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED
1JJV532W36L966058	2006	WABA	RFLWHS	USED
BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
TL	01-06-2014		15000	770110273134186C
VEHICLE BRAND(S)				
EXEMPT				
FULL NAME OF OWNER(S)			CUSTOMER NUMBER	
BUEL INC			032271951	
140 DOVE RIDGE LN				
CHESNEE SC 293233236				
				
FIRST LIENHOLDER				
GENERAL ELECTRIC CAPITAL CORP				
3333 HESPER RD				
BILLINGS MT 591026744				
DATE OF LIEN 12/16/2013				
			1ST LIEN RELEASED _____	
			(DATE)	
			BY _____	
			(AUTHORIZED AGENT)	
THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH				
KEVIN A. SHWEDO EXECUTIVE DIRECTOR			NIKKI R. HALEY GOVERNOR	
KEEP IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE.				

0-5220-1

STATE OF SOUTH CAROLINA			
CERTIFICATE OF TITLE			
OF A VEHICLE			
VEHICLE ID NUMBER	YEAR MAKE	MODEL	NEW/USED
1JJV532W35L899248	2005 WABA	1JJV	USED
BODY STYLE	DATE ISSUED	ODOMETER	VEHICLE BRAND(S)
TL	01-06-2014		EXEMPT
FULL NAME OF OWNER(S)	CUSTOMER NUMBER 032271951		
BUEL INC			
140 DOVE RIDGE LN			
CHESNEE SC 293233236			
FIRST LIENHOLDER			
GENERAL ELECTRIC CAPITAL CORP			
3333 HESPER RD			
BILLINGS MT 591026744			
DATE OF LIEN			
12/16/2013			
1ST LIEN RELEASED			
(DATE)			
BY			
(AUTHORIZED AGENT)			
THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH			
KEVIN A. SHWEDO EXECUTIVE DIRECTOR			
NIKKI R. HALEY GOVERNOR			

STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED
1JJV532W15L899250	2005	WABA	1JJV	USED
BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
TL	01-06-2014		14500	770110273128196C
VEHICLE BRAND(S)				
EXEMPT				
FULL NAME OF OWNER(S)			CUSTOMER NUMBER	
BUEL INC			032271951	
140 DOVE RIDGE LN				
CHESNEE SC 293233236				
				
FIRST LIENHOLDER				
GENERAL ELECTRIC CAPITAL CORP				
3333 HESPER RD				
BILLINGS MT 591026744				
DATE OF LIEN				
12/16/2013				
1ST LIEN RELEASED _____				
(DATE)				
BY _____				
(AUTHORIZED AGENT)				
THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH				
KEVIN A. SHWEDO EXECUTIVE DIRECTOR			NIKKI R. HALEY GOVERNOR	
KEEP IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOID'S THIS TITLE.				

STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER 1JJV532W55L899249	YEAR MAKE 2005 WABA	MODEL 1JJV	NEW/USED USED	
BODY STYLE TL	DATE ISSUED 01-06-2014	ODOMETER	WEIGHT 14500	TITLE NUMBER 770110273133238C
VEHICLE BRAND(S) EXEMPT				
FULL NAME OF OWNER(S) BUEL INC 140 DOVE RIDGE LN CHESNEE SC 293233236		CUSTOMER NUMBER 032271951		
				
FIRST LIENHOLDER GENERAL ELECTRIC CAPITAL CORP 3333 HESPER RD BILLINGS MT 591026744 DATE OF LIEN 12/16/2013		1ST LIEN RELEASED _____ (DATE) BY _____ (AUTHORIZED AGENT)		
THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH				
KEVIN A. SHWEDO EXECUTIVE DIRECTOR		NIKKI R. HALEY GOVERNOR		
KEEP IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE.				

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
ASHEVILLE DIVISION**

<b>IN RE: BUEL, INC. A NORTH CAROLINA</b>	)	<b>CHAPTER 11</b>
<b>CORPORATION,</b>	)	<b>CASE NO. 14-10026</b>
	)	
<b>DEBTOR,</b>	)	
<hr/>	)	
<b>GENERAL ELECTRIC CAPITAL</b>	)	
<b>CORPORATION,</b>	)	
	)	
<b>MOVANT,</b>	)	<b>NOTICE OF OPPORTUNITY</b>
	)	<b>FOR HEARING (No Protest)</b>
<b>VS.</b>	)	
	)	
<b>BUEL, INC. A NORTH CAROLINA</b>	)	
<b>CORPORATION,</b>	)	
	)	
<b>RESPONDENT,</b>	)	
<hr/>	)	

TAKE NOTICE that an application or motion has been filed by General Electric Capital Corporation. A copy of the application or motion accompanies this notice.

TAKE FURTHER NOTICE that any response, including objection, to the relief requested in the attached application or motion, should be filed with the Clerk of the Bankruptcy Court within fifteen (15) days of this Notice and a copy served on the attorney identified below and upon other parties as required by law or Court order. Any response shall clearly identify the specific motion or application to which the response is directed, and it shall comply fully with Local Bankruptcy Rule 9013-1.

TAKE FURTHER NOTICE that if no request is filed in a timely manner, no hearing will be held and the Court will consider the matter on the record and enter its ruling.

TAKE FURTHER NOTICE that if a response is timely filed and served, the Court will conduct a hearing on **May 21, 2014 at 9:30 a.m.** at the United States Bankruptcy Court for the Western District, Asheville, North Carolina. No further notice of this hearing will be given.

Date of notice: March 20, 2014.

/s/ Rebecca A. Leigh  
Rebecca A. Leigh  
Attorney for General Electric Capital Corporation  
N. C. Bar No. 24820

**Address of Court:**

United States Bankruptcy Court  
100 Otis Street, Room 112  
Asheville, NC 28801-2611

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
ASHEVILLE DIVISION**

**IN RE: BUEL, INC. A NORTH CAROLINA ) CHAPTER 11  
CORPORATION, ) CASE NO. 14-10026  
)  
DEBTOR, )**

**PARTIES TO BE SERVED**

THIS IS TO CERTIFY that the undersigned counsel of record has this date served a copy of the attached *Motion for Relief from Stay of Act Against Property, or in the Alternative for Adequate Protection and Notice of Opportunity for Hearing (No Protest)*, was served upon the following by placing a copy of same in the United States mail, postage pre-paid, first-class mail, and electronic filing, or electronic filing, unless otherwise indicated, addressed to the following:

Steven T. Salata  
U. S. Bankruptcy Clerk  
P.O. Box 34189  
Charlotte, North Carolina 28234-4189

Holmes P. Harden  
Williams Mullen  
P.O. Box 1000  
Raleigh, NC 27602

Linda Simpson  
U.S. Bankruptcy Administrator  
402 West Trade Street  
Suite #200  
Charlotte, NC 28202

Robert A. Cox, Jr.  
Bradley Arant Boult Cummings LLP  
100 N. Tryon Street, Suite 2690  
Charlotte, NC 28202

Travis W. Moon  
Moon Wright & Houston, PLLC  
227 West Trade Street, Suite 1800  
Charlotte, NC 28202

E.B. Trey McLeod, III  
SC Dept. of Employment & Workforce  
P.O. Box 8597  
Columbia, SC 29202

Buel, Inc., a NC Corporation  
15 Blue Spruce Drive  
Candler, NC 28715

Melanie D. Johnson Raubach  
Hamilton Stephens Steele + Martin, PLC  
201 S. College Street  
Charlotte Plaza, Suite 2020  
Charlotte, NC 28244-2020

Kiah T. Ford IV  
Parker Poe Adams & Bernstein LLP  
401 S. Tryon Street, Suite 3000  
Charlotte, NC 28202

Even S. Goldstein  
Updike, Kelly & Spellacy, P.C.  
P.O. Box 231277  
Hartford, CT 06123-1277

Tasha B. Thompson  
SC Dept. of Revenue  
P.O. Box 12265  
Columbia, SC 29211

Kenneth Lautenschlager  
Johnston, Allison & Hord, P.A.  
1065 East Morehead Street  
Charlotte, NC 28204

Conrad K. Chiu  
Pryor Cashman LLP  
7 Times Square  
New York, NY 10036-6569

American Express  
P.O. Box 650448  
Dallas, TX 75265-0448

Applied Risk Mgmt SOL  
409-A Alamance Rd.  
Burlington, NC 27215

BB&T  
Processing Ctr  
P.O. Box 580050  
Charlotte, NC 28258-0050

BCS Services  
Steve Boehm  
3237 Conestoga Tr  
Richfield, WI 53076

Blue Beacon International  
P.O. Box 856  
Salina, KS 67402-0856

Bosselman boss Shop  
Corporate Billing  
P.O. Box 1000 Dept 959  
Memphis, TN 38148

Brown's Body Shop & Auto Glass  
1751 Clark road  
Inman, SC 29349

Cat Commercial Acct  
P.O. Box 905299  
Charlotte, NC 28290-5229

CNTS Leasing LLC  
P.O. Box 456  
Chesnee, SC 29323

Comdata  
P.O. Box 548  
Brentwood, TN 37024

Continental Tire The Americas  
P.O. Box 60049  
Charlotte, NC 29323

Federal Motor Carriers Safety Admin  
1800 Century Blvd. NE, Suite 1700  
Atlanta, GA 30345

Graybill Tire and Repairs  
1301 225<sup>th</sup> Street  
Rockport, MO 64482

Internal Revenue Service  
P.O. Box 7346  
Philadelphia, PA 19101-7346

Paccar Financial Corp  
P.O. Box 530491  
Atlanta, GA 30353-0491

Pilot Receivables LLC  
P.O. Box 502711  
St Louis, MO 63150-2711

Smith Moore Leatherwood LLP  
P.O. Box 87  
Greenville, SC 29602

SunTrust Bank  
350 East Henry Street  
Spartanburg, SC 29302

Twin State Trailers  
8621 Statesville Road  
Charlotte, NC 28269

Wells Fargo Equip Finance Inc.  
P.O. Box 1450  
NW-8178  
Minneapolis, MN 55485-8178

Dated: March 20<sup>th</sup>, 2014.

RESPECTFULLY SUBMITTED,

/s/ Rebecca A. Leigh

Rebecca A. Leigh  
Attorney for GECC  
N. C. Bar No. 24820

**OF COUNSEL:**

Law Offices of Rebecca A. Leigh, P.C.  
301 S. Greene Street, Suite 201  
Greensboro, NC 27401  
(336) 389-1800  
(336) 389-0060 FAX